

1 ELLIOT BLOCK SBN 116999
Chief Counsel
2 HEATHER L. HUNT SBN 225861
3 MARTHA PEREZ SBN 271766
Attorneys for Complainant
4 DEPARTMENT OF RESOURCES RECYCLING & RECOVERY
1001 I Street, 24th Floor
5 P. O. Box 4025
6 Sacramento, CA 95812-4025
Telephone: (916) 341- 6068
7 Facsimile: (916) 319-7677

8
9 STATE OF CALIFORNIA

10 DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

11 In the matter of:)	STIPULATION FOR ISSUANCE OF
12)	ADMINISTRATIVE DECISION FOR
13 ANGELICA OGANYAN AND JACK)	WASTE TIRE HAULER
14 OGANYAN DBA JACK'S TIRE)	ADMINISTRATIVE PENALTIES
15 RECYCLING)	PUBLIC RESOURCES CODE SECTION
16 TPID NO: 1641837-01)	42960
17 RESPONDENTS)	AGENCY NO: 2013-011155-ADC
18)	CASE NO: IH14-004-TIR

19
20 **INTRODUCTION AND PROCEDURAL HISTORY**

21 The parties to this STIPULATION FOR ISSUANCE OF ADMINISTRATIVE
22 DECISION FOR WASTE TIRE HAULER ADMINISTRATIVE PENALTIES (Stipulation) are
23 the Department of Resources Recycling and Recovery and ANGELICA OGANYAN AND
24 JACK OGANYAN DBA JACK'S TIRE RECYCLING (RESPONDENTS). The California
25 Integrated Waste Management Board (CIWMB) is now the Department of Resources
26 Recycling and Recovery (CALRECYCLE). CALRECYCLE succeeded to CIWMB's
27 authority on January 1, 2010, pursuant to Public Resources Code (PRC) section
28 40401(a)(1). The ADMINISTRATIVE COMPLAINT FOR WASTE TIRE HAULER

1 ADMINISTRATIVE PENALTIES (Complaint) was served on RESPONDENT Jack
2 Oganyan on April 28, 2014 and RESPONDENT ANGELICA OGANYAN on April 29, 2014.
3 RESPONDENT JACK OGANYAN, requested a hearing on April 29, 2014 and
4 RESPONDENT ANGELICA OGANYAN requested a hearing on May 6, 2014. An
5 AMENDED ADMINISTRATIVE COMPLAINT FOR WASTE TIRE HAULER PENALTIES
6 was served on RESPONDENTS on May 6, 2014. A hearing was scheduled for June 18,
7 2014, in Los Angeles, California.

8 After considering the substantial expense and uncertainty associated with this
9 matter, the Parties desire to settle all claims and disputes between them. Therefore, the
10 Parties hereby submit this Stipulation as final resolution of this matter.

11 **STIPULATED FACTURAL FINDINGS**

12 1. The Complaint was executed by Heather L. Hunt, Attorney III for
13 CALRECYCLE, acting in her official capacity.

14 2. PRC section 42808 defines a waste tire facility (WTF) as a "location, other
15 than a solid waste facility . . . where, at any time, waste tires are stored, stockpiled,
16 accumulated, or discarded."

17 3. PRC section 42808(b) defines a major WTF as being a WTF where, at any
18 time, 5,000 or more waste tires are or will be stored, stockpiled, accumulated, or
19 discarded.

20 4. PRC section 42824 makes it unlawful to direct or transport waste tires to a
21 major WTF or to accept waste tires at a major WTF unless the operator has first obtained
22 a major WTF permit.

23 5. PRC section 42951(b) requires a registered waste and used tire hauler to
24 transport waste or used tires only to a facility that is permitted, excluded, exempted, or
25 otherwise authorized by CALRECYCLE, by statute, or by regulation, to accept waste and
26 used tires, or to a facility that lawfully accepts waste or used tires for reuse or disposal.

27 6. PRC section 42953 requires any person who gives, contracts, or arranges
28 with another person to transport waste or used tires to utilize only a person holding a valid

1 waste and used tire hauler registration, unless the hauler is exempt as specified in PRC
2 section 42954.

3 7. PRC section 42961.5(c)(2) requires any waste and used tire hauler hauling
4 waste or used tires for offsite handling, altering, storage, disposal, or any combination
5 thereof, to complete the California Uniform Waste and Used Tire Manifest as required by
6 the Department. The waste and used tire hauler shall provide the manifest to the waste or
7 used tire facility operator who receives the waste or used tires for handling, altering,
8 storage, disposal, or any combination thereof. Each waste and used tire hauler shall
9 submit to CALRECYCLE, on a quarterly schedule, a legible copy of each manifest.

10 8. RESPONDENTS have been a registered waste and used tire hauler as
11 JACK'S TIRE RECYCLING since August 2, 2002.

12 9. RESPONDENTS have been provided instruction regarding the proper
13 completion, retention, and delivery of California Uniform Waste and Used Tire Manifests,
14 also known as Comprehensive Trip Log (CTL) forms or "manifest forms," at the time of
15 RESPONDENTS' initial hauler registration and annually during the hauler registration
16 renewal process.

17 10. At the time of RESPONDENTS' initial registration and each subsequent year
18 that RESPONDENTS applied for their hauler registration, CALRECYCLE sent
19 RESPONDENTS a hauler package containing: (1) instructions on transporting waste/used
20 tires; (2) a complete list of hauler and manifesting regulations (Title 14, California Code of
21 Regulations (CCR), Chapter 6); and (3) a training compact disc on the proper storage and
22 transportation of waste/used tires. RESPONDENTS were also sent a CTL Guidance
23 Manual, explaining in detail how to properly complete the CTL form, including the
24 requirement to manifest all waste and used tire pickups and deliveries. In addition, on or
25 about November 18, 2011, CALRECYCLE mailed out a Hauler Alert to RESPONDENTS
26 informing RESPONDENTS of the zero tolerance policy applicable to transporting waste
27 tires to unauthorized locations.

28

1 11. During an inspection of 12087 Lopez Canyon Road, San Fernando,
 2 California, (the site) on April 30, 2013, and documented in Waste Tire Survey and
 3 Inspection Report (Inspection Report) number I1-1161382, Inspector Ziba Atai from the
 4 Los Angeles County Department of Public Health observed at least 77,000 baled waste
 5 tires. During her inspection, Inspector Atai discovered the waste tire bales had been
 6 transported to this location by RESPONDENTS. Inspector Atai issued RESONDENTS, a
 7 Notice of Violation (NOV) for operating a major WTF without a WTF permit and for not
 8 complying with the manifesting requirements. This site had no Tire Program Identification
 9 number (TPID) issued by CALRECYCLE.

10 12. On June 19, 2013, Inspector Atai conducted a re-inspection of the site to
 11 determine if the operator had complied with the NOV. During the re-inspection it was
 12 determined by the inspector that all the baled waste tires had been removed from the site.
 13 RESPONDENTS provided Inspector Atai with 64 invoices dated between May 7, 2013,
 14 and June 17, 2013, showing the pickup of containers carrying the baled waste tires that
 15 were then transported to the Port of Long Beach by Ultimate Express Transportation
 16 Corporation located at 13212 South Paramount Boulevard, South Gate, CA. Ultimate
 17 Express Transportation Corporation was not a CALRECYCLE-registered waste tire hauler
 18 or otherwise exempt pursuant to PRC section 42954. Listed in the table below are the
 19 invoices showing the removal of the baled waste tires shipped to the Port of Long Beach.

Date	Violation	Tire Transporter	Cargo/Seal Number
May 7, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665257
May 7, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665259
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665256
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665258
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665281
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665279
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665284
May 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665296
May 9, 2013	Contracting with an unregistered Waste Tire	Ultimate Express Trans.	1665214

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	Hauler		
May 9, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665219
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665238
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665237
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665218
May 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665216
May 15, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665291
May 15, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665249
May 16, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665222
May 16, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665247
May 16, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665242
May 20, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665227
May 20, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665246
May 20, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665207
May 21, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665217
May 22, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665215
May 22, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665205
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665208
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665253
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665276
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665248
May 23, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665277
May 24, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665274
May 24, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665221
May 28, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665283
May 28, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665245
June 5, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665270
June 5, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665288
June 6, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174871

1		Hauler		
2	June 6, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665261
3	June 6, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665271
4	June 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665202
5	June 8, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665265
6	June 10, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174873
7	June 10, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174874
8	June 10, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174875
9	June 11, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174877
10	June 11, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174876
11	June 12, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174880
12	June 12, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174881
13	June 12, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174882
14	June 13, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174883
15	June 13, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174884
16	June 13, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174885
17	June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	UL-2174886
18	June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665268
19	June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665254
20	June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666905
21	June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666906
22	June 14, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1665209
23	June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666908
24	June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666909
25	June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666910
26	June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666911
27	June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666912
28	June 17, 2013	Contracting with an unregistered Waste Tire Hauler	Ultimate Express Trans.	1666912

1 **STIPULATED CONCLUSIONS OF LAW**

2 The Parties stipulate to the following conclusions of law:

3 13. RESPONDENTS violated PRC section 42951(b) and PRC section
4 42961.5(c)(2) by transporting at least 24 loads of baled waste tires to an unpermitted site
5 and failing to manifest those loads on Comprehensive Trip Log forms.

6 14. RESPONDENTS violated PRC section 42953 from May 7, 2013 to June 17,
7 2013, by either giving, contracting or arranging for the transportation of 62 loads of 10 or
8 more waste/used tires with Ultimate Express Transportation Corporation, an entity not in
9 possession of a valid waste tire hauler registration from CALRECYCLE or that was
10 otherwise exempt from the registration requirement pursuant to PRC section 42954.

11
12 **STIPULATED ORDER**

13
14 15. RESPONDENTS and CALRECYCLE stipulate to the following terms and
15 conditions in full and complete settlement of this matter:

16 (a) Pursuant to the terms and conditions of this Stipulation, and subject to the
17 limitations hereunder, RESPONDENTS stipulate to an administrative penalty against
18 RESPONDENTS and in favor of CALRECYCLE in the sum of \$146,000.00 for the
19 violations set forth in this Stipulation. Payment of the penalty shall be satisfied in the
20 following manner:

21 i) RESPONDENTS shall pay \$17,000.00 to CALRECYCLE in
22 accordance with the following:

23 1. RESPONDENTS shall pay \$7,000.00 to CALRECYCLE within
24 60 days of the issuance of the Administrative Decision in this matter
25 (Decision).

26 2. RESPONDENTS shall pay \$10,000.00 to CALRECYCLE in
27 installments of \$386.11 each month with the first payment due on
28 October 1, 2014.

1 3. All payments shall be made to CALRECYCLE, Attn: Esther
2 Gallegos, at P. O. Box 4025, Sacramento, CA 95812-4025, or to
3 such other person and/or place as CALRECYCLE or its agent may
4 from time to time designate in writing.

5 4. If any payment by RESPONDENTS is not mailed to
6 CALRECYCLE by the due date, or a date later issued by
7 CALRECYCLE, and if RESPONDENTS fail to cure the missed
8 payment(s) within twenty (20) days of said missed payment,
9 RESPONDENTS shall be found in partial default of the stipulation.
10 The partial default amount due shall be calculated to include the
11 amount owed from the missing payment(s) plus a late penalty and
12 interest.

13 ii) \$139,000 of this administrative penalty shall be stayed and held in
14 abeyance for a period of three years. The stayed penalty shall be deemed terminated and
15 shall not be paid by RESPONDENTS to CALRECYCLE following the three-year period
16 absent a default as described.

17 (b) RESPONDENTS shall not create a minor or major WTF at any location other
18 than 11365 Pendleton St., Sun Valley, California 91352, without first obtaining a WTF
19 permit.

20 (c) RESPONDENTS shall reduce the amount of waste tires onsite within 30
21 days of the issuance of the Decision, and maintain a waste tire count of 4,999 or less at
22 11365 Pendleton St., Sun Valley, California 91352. Violation of this term may result in
23 additional enforcement action by CALRECYCLE, including an action by CALRECYCLE
24 seeking additional penalties for waste tire storage violations; the Decision shall serve in
25 lieu of the Cleanup and Abatement Order required by 14 CCR section 18429 and PRC
26 section 42845 in any future enforcement action. RESPONDENTS understand that a
27 violation of this term may result in a denial of RESPONDENTS Major WTF Permit
28 described in subparagraph (d) below.

1 (d) RESPONDENTS shall submit a complete and correct application for a Major
2 WTF Permit within six months of the issuance of the Decision, for the 11365 Pendleton
3 St., Sun Valley, California 91352, location. RESPONDENTS shall submit a draft
4 application for said Major WTF Permit to CALRECYCLE within 30 days of the issuance of
5 the Decision.

6 (e) RESPONDENTS shall submit an Electronic Data Transfer (EDT) application
7 within 30 days of the issuance of the Decision. RESPONDENTS shall submit all manifests
8 electronically through EDT for a 12-month period from the date of enrollment in the EDT
9 program. RESPONDENTS shall maintain a manifest error rate of 7% or less for the three-
10 year abeyance period.

11 (f) RESPONDENTS shall comply with all other laws related to waste tire
12 storage and waste tire haulers set forth in PRC section 42800 et seq., PRC section 42950
13 et seq., and Title 14 of the CCR. A violation of any law related to waste tire storage and
14 waste tire haulers that is not described by a separate provision of this Stipulation shall
15 constitute a partial default of this Stipulation.

16 (g) RESPONDENTS shall grant CALRECYCLE inspectors, or any
17 representative designated by CALRECYCLE, access to the 11365 Pendleton St., Sun
18 Valley, California 91352, for the purpose of verifying compliance with the agreed-upon
19 term in subparagraph (c) above, and for any additional inspections that may be necessary
20 due to RESPONDENTS' lack of compliance with that subparagraph. RESPONDENTS
21 shall reimburse CALRECYCLE for the cost of these inspections (including costs for the
22 time spent preparing for the inspection, traveling to the site, and preparing and writing any
23 Inspection Report).

24 i. Failure to grant access to inspectors or agents designated by
25 CALRECYCLE, or failure to reimburse CALRECYCLE for the costs of an additional
26 inspection within 30 days of an invoice shall be deemed a partial default of this Stipulation.
27 The partial default amount due shall be calculated from the amount owed plus a late fee
28 and interest.

1 ii. The cost of the additional inspections shall be billed at the rate
2 approved by CALRECYCLE's accounting and budgets offices for enforcement agent
3 inspections for that fiscal year.

4 16. Default: If RESPONDENTS default under any of the terms of this
5 Stipulation, CALRECYCLE shall send a Notice of Default to RESPONDENTS; said Notice
6 of Default shall state the paragraphs or provisions of this Stipulation of which
7 RESPONDENTS are in default and the abeyance amount owed. RESPONDENTS shall
8 have 15 days from the date of the issuance of the Notice of Default to provide evidence
9 refuting CALRECYCLE's claim of default. After a review of the evidence provided by
10 RESPONDENTS, CALRECYCLE shall make a determination regarding the default and, if
11 appropriate, shall issue a Supplemental Decision regarding any remaining penalties due.

12 17. Unless otherwise specified in the subsections above, failure to comply with
13 any of the above terms shall constitute a full default of this Stipulation and the full
14 abeyance amount less any amount already paid to CALRECYCLE shall become
15 immediately due and payable.

16 18. In those subsections above for which a partial default has been designated,
17 the penalty amount for each partial default as determined by CALRECYCLE shall become
18 immediately due and payable by RESPONDENTS.

19 i. Unless otherwise stated, CALRECYCLE shall base any abeyance
20 amount due on the penalty amounts set forth in PRC sections 42850, 42850.1, 42962, and
21 14 CCR sections 18429 and 18464, taking into account the nature, circumstances, extent
22 and gravity of the partial default.

23 ii. If RESPONDENTS are ordered to pay a partial default fine and fail to
24 do so within 30 days, the failure shall constitute a full default and the remaining amount of
25 \$139,000.00, less any amount already paid to CALRECYCLE, shall become immediately
26 due and payable.

27 19. No covenant, promise, term, condition, breach or default of or under this
28 Stipulation shall be deemed to have been waived except as expressly so stated in writing

1 by CALRECYCLE. A waiver by CALRECYCLE of any breach or default by
2 RESPONDENTS under this Stipulation shall not be deemed a waiver of any preceding or
3 subsequent breach or default by RESPONDENTS.
4

5 20. RESPONDENTS have freely and voluntarily entered into this Stipulation and
6 have been afforded the opportunity to consult with counsel prior to entering into this
7 Stipulation. It is expressly understood and agreed that no representations or promises of
8 any kind, other than as contained herein, have been made by any party to induce any
9 other party to enter into this Stipulation, and that said Stipulation may not be altered,
10 amended, modified or otherwise changed except by a writing executed by each of the
11 parties hereto. Each party hereto agrees to execute and deliver any and all documents
12 and to take any and all actions necessary or appropriate to consummate this Stipulation
13 and to carry out its terms and provisions.

14 21. Except as expressly provided herein, RESPONDENTS waive the right in the
15 entitled matter to a hearing, any and all appeals, and any and all rights that may be
16 afforded pursuant to the PRC, the Administrative Procedure Act, or any other provision of
17 law regarding the express provisions of this Stipulation.

18 22. This Stipulation shall be binding and inure to the benefit of the successors,
19 heirs and assigns of the respective parties hereto.

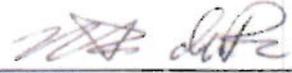
20 23. This Stipulation and the corresponding Decision to be issued constitute the
21 entire understanding of the parties concerning the settlement of this proceeding. There
22 are no restrictions, promises, warranties, covenants, undertakings, or representations
23 other than those expressly set forth herein or contained in separate written documents
24 delivered or to be delivered pursuant hereto, and each party expressly acknowledges that
25 it has not relied upon any restrictions, promises, warranties, covenants, undertakings, or
26 representations other than those expressly contained herein.

27 24. For purposes of this Stipulation, facsimile signatures will be treated as
28 originals until the applicable page(s) bearing non-facsimile signatures have been received
by CALRECYCLE.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

25. The effective date of this Stipulation is the date of issuance of the Administrative Decision.

Dated: 6/17/14


MARK DE BIE
Deputy Director
DEPARTMENT OF RESOURCES, RECYCLING
AND RECOVERY (CALRECYCLE)

Dated: 6/17/14


HEATHER L. HUNT
Attorney III
DEPARTMENT OF RESOURCES, RECYCLING
AND RECOVERY (CALRECYCLE)

Dated: 6/17/14


ANGELICA OGANYAN
JACK'S TIRE RECYCLING

Dated: 6/17/14


JACK OGANYAN
JACK'S TIRE RECYCLING